

LANDLORD CONSENT TO ASSIGNMENT
New York State Office of General Services (OGS)
Division of Real Estate
Leasing Services
June 2022

CONSENT TO ASSIGNMENT COMPLETION DIRECTIONS

A. Definitions:

Assignor: The current landlord.

Assignee: The proposed landlord to whom the assignment is being made.

Designated Contacts: Refer to the letter dated regarding Commencement of Restricted Period in accordance with State Finance Law Section 139-j, Consent to Assignment Process.

B. Responsibilities:

1. **OGS Responsibilities:** OGS will complete the information required on this page and pages 1 and 2 of the Consent to Assignment and provide the completed form to the Assignor. Following execution of the Assignment by the Assignor and Assignee and review of the transfer, documents and responsibility of the Assignee, if the Commissioner approves the Assignment, she or her designee will sign the Assignment on Page 5 of the Assignment
2. **Assignor Responsibilities:** An individual who is an officer, director or member of the Assignor or is authorized to bind the Assignor (and provides a letter on the Assignor's letterhead, signed by an officer, director or member of the Assignor) must print and sign his or her name on page 3 of the Consent to Assignment and have his or her signature notarized. The printed name of the person signing on behalf of the Assignor must be indicated in the acknowledgment section and that name must agree with the signature of the individual signing on behalf of the Assignor. If the Assignor will be signing this document outside of New York State, please advise the Bureau of Leasing Services prior to signing, so that the appropriate acknowledgement block can be provided for use on this form.
3. **Assignee Entries:** An individual who is an officer, director or member of the Assignee or is authorized to bind the Assignee (and provides a letter on the Assignee's letterhead, signed by an officer, director or member of the Assignee) must print and sign his or her name on page 4 of the Consent to Assignment and have his or her signature notarized. The printed name of the person signing on behalf of the Assignee must be indicated in the acknowledgment section and that name must agree with the signature of the individual signing on behalf of the Assignee. If the Assignee will be signing this document outside of New York State, please advise the Bureau of Leasing Services prior to signing, so that the appropriate acknowledgement block can be provided for use on this form.

***All signatures & notarizations must have original signatures/notarizations.**

**** Notarization:** The Acknowledgment forms must have notary stamps with registration numbers for all New York State notary signatures. For other than New York State notary signatures, either registration numbers or notary seals may apply. Each notary must identify his or her state of registration.

**CONSENT TO ASSIGNMENT
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES**

Original/Current Office of the State Comptroller (OSC) Lease No.
Original/Current Division of Real Estate, Leasing Services (LS) No.
New OSC Lease No. **New LS No.**

THIS AGREEMENT (hereinafter referred to as the "Assignment") made this _____ day of _____, 20____, between _____, having its principal place of business at _____, with Employer Identification Number _____, and New York State (NYS) Vendor Number _____, hereinafter referred to as the "Assignor," and _____, having its principal place of business at _____, with Employer Identification Number _____ and NYS Vendor Number _____, hereinafter referred to as the "Assignee."

WHEREAS, the Assignor has heretofore entered into OSC Lease No. L _____ (hereinafter referred to as the "Lease") with the People of the State of New York, acting by and through the Commissioner of General Services (hereinafter referred to as the "State"), through which the Assignor leased and granted exclusive possession to the State a portion of the _____ floor(s) of the building known as _____, at _____, in the City/Town/Village of _____, County of _____ and State of New York for specified consideration, all as fully described in the Lease which this Assignment references.

WHEREAS, the Assignor desires to assign the Lease to the Assignee, upon the consent of the State; and

WHEREAS, the Assignee desires to accept the assignment of the Lease from the Assignor, upon the consent of the State; and

WHEREAS, the State has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the Lease.

NOW WITNESSETH that the Assignor by these present does hereby assign, transfer and set over unto the Assignee all right, title and interest in OSC Lease No. _____, and the duties and obligations pursuant thereto, which shall hereinafter be assigned OSC Lease No. _____. The foregoing shall hereinafter be referred to collectively as the "Lease."

The Assignee warrants and represents that upon the approval of this Assignment by OSC, it will accept all rights and responsibilities under OSC Lease No. _____, shall fully perform all of the duties and obligations under OSC Lease No. _____, including but not limited to the furnishing of valid certificates of insurance in accordance with the requirements of the Lease as of the Effective Date of this Assignment, provided however, that there shall be no lapse or gaps in coverage afforded under such insurance to the State, and shall indemnify and save the State harmless from any claims, damages or causes of action that the Assignor heretofore had, has or hereafter may have against the State arising out of the Assignment of OSC Lease No. _____.

The Assignor warrants and represents there are no known liens, tax obligations or other legal responsibilities relating to OSC Lease No. _____ or the Assignor at this time nor does the Assignor have reason to believe any such liens, tax obligations or other legal responsibilities relating to OSC Lease No. _____ will be filed in the future which may result in a finding that this Assignment was made to avoid payment of such liens, tax obligations or other legal responsibilities. The Assignor is still obligated to fully perform all of its duties and obligations under OSC Lease No. _____ until the date that this Assignment is approved by OSC.

APPENDIX A - Appendix A is attached and made part of this Assignment.

PROCUREMENT LOBBYING TERMINATION - OGS reserves the right to terminate this Assignment and the Lease in the event it is found that the certification filed by the Assignee in accordance with the New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its

termination right by providing written notification to the Assignee in accordance with the written notification terms of the Lease.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING: Pursuant to State Finance Law §§139-j and 139-k, this Assignment is a “Governmental Procurement” and, therefore, there are certain restrictions on Contacts between OGS and an Assignor and/or Assignee during the assignment process. Both the Assignor and the Assignee are restricted from making Contacts from the earliest posting, on a Governmental Entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article 4-C of the Economic Development Law of written notice of intent to assign the contract through final approval of the Assignment by OGS (the foregoing shall hereinafter be referred to as the “Restricted Period”) to other than designated staff unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, are identified in the letter dated regarding Commencement of Restricted Period in accordance with State Finance Law Section 139-j. OGS employees are also required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Assignee pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection of an Assignment, and in the event of two findings within a four-year period, result in debarment of an individual or entity from obtaining Governmental Procurements. Further information about these requirements and the capitalized terms in this paragraph can be found on the OGS website at: <https://ogs.ny.gov/acpl>.

Prior to approval of an assignment of the Lease, OGS must make a vendor responsibility review of the Assignee. Subsequently, the Assignee agrees it shall at all times during the Lease term remain responsible. The Assignee agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of General Services has reviewed the proposed transfer, this Assignment and the parties thereto and determined that: (1) the transfer is not an attempt to avoid a lien, tax obligation or other legal responsibility relating to the Lease; (2) the Assignee is responsible; and (3) approval of the Assignment is not arbitrary and capricious or would frustrate the purposes of the competitive bidding statutes. Therefore, the Commissioner of General Services does hereby consent to the assignment of OSC Lease No. , which will now be referred to as (NEW) OSC Lease No. hereafter and the foregoing shall hereinafter be referred to collectively as the “Lease.”

This Assignment is subject to approval by the Attorney General and the Comptroller of the State of New York.

The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor, named herein, and this consent is made, executed and delivered upon the express condition that this Assignment shall not operate to discharge any claims, demands or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or matter or thing whatsoever.

Except as amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein, shall have the respective meanings given to them in the Lease.

The effective date of the Assignment, for payment purposes, is (hereinafter referred to as the “Effective Date”). The term of this Assignment will commence upon the Effective Date and end on the Expiration Date or Termination Date of the Lease.

Remainder of Page is Left Intentionally Blank

ASSIGNOR

By: _____
(Print Name)

By: _____
(Signature)

Date: _____

STATE OF NEW YORK }
 : SS.:
COUNTY OF _____ }

On the ____ day of _____, in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Qualified in County of: _____
My Commission Expires: _____

ASSIGNEE

By: _____
(Print Name)

By: _____
(Signature)

Date: _____

STATE OF NEW YORK }
 : SS.:
COUNTY OF _____ }

On the ____ day of _____, in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Qualified in County of: _____

My Commission Expires: _____

THE PEOPLE OF THE STATE OF NEW YORK

By: _____

(Signature)

Kristi Geddis
Director, Lease Management
Division of Real Estate Services
Leasing Services
For the Commissioner of General Services

Date: _____

(OGS signature date)

APPROVED AS TO FORM

Letitia A. James
New York State Attorney General

APPROVED:

Thomas P. DiNapoli
Office of the New York State Comptroller

By _____

Assistant Attorney General

By _____

Date: _____

Date: _____